

Nos. 124, 125, 126, 127, 128, 129.

In the Supreme Court of the United States.

OCTOBER TERM, 1918.

J. S. BOUNDS, ATTORNEY IN FACT FOR T. A. BOUNDS,
JOHN LONDON, WALTER S. FIELD, MADISON M.
LINDLY, J. J. BECKHAM, WILLIAM N. VERNON,
AND KATIE A. HOWE, EXECUTRIX OF THE ESTATE
OF CHESTER HOWE, INTERVENORS, APPELLANTS.

v.

JACK AMOS AND OTHERS, KNOWN AS MISSISSIPPI
CHOCTAWS.

APPEAL FROM THE COURT OF CLAIMS.

**BRIEF OF APPELLEES IN OPPOSITION TO APPELLANTS'
MOTION TO REMAND.**

STATEMENT.

Appellants move the court to remand the record in this case to the Court of Claims for additional findings of fact and allege as the reasons therefor that the said court failed to find:

1. Any association between Chester Howe, deceased, and Walter S. Field and Madison M. Lindly to prosecute the claims of the Mississippi Choctaws to citizenship in the Choctaw Nation.

2. Any contract or agreement of employment of said Field, Lindly, and Howe by the Mississippi Choctaws, either as bands or individuals, to prosecute said claims.

3. That committees of Congress, the Dawes Commission, the Interior Department, and the Indian Office, recognized the said Field, Lindly and Howe as attorneys of the Mississippi Choctaws engaged in the prosecution of such claims.

4. That said Field, Lindly and Howe performed any services for the Mississippi Choctaws resulting in their enrollment as citizens of the Choctaw Nation, and in their allotment of Choctaw-Chickasaw tribal lands.

5. That John London was associated with said Field, Lindly and Howe and rendered services to individual Mississippi Choctaws in securing their identification and enrollment as citizens of the Choctaw Nation, and in securing contracts of employment by said Mississippi Choctaws in the matter of their claims to citizenship in the Choctaw Nation.

6. That said Lindly and Field rendered assistance in removing individual Mississippi Choctaws from Mississippi to the Indian Territory and maintaining them after removal.

7. The names of individual Mississippi Choctaws assisted by T. A. Bounds, J. J. Beckham and William N. Vernon, the amounts expended for each Indian and the value of the services rendered to each.

8. The total value of the property rights secured to the Mississippi Choctaws as a result of the prose-

cution of their claim to citizenship in the Choctaw Nation.

Appellees submit the motion should be denied for the reasons:

1. That every fact material to the final disposition of these cases has been heretofore found by the Court of Claims, and their action thereon is fully disclosed by the record as it now stands (Court's Findings Nos. XXXIII, XXXIV, XXXV, XXXVI, XXXVII, XXXIX, XL, XLII).

2. That the appellants Field, Lindly and Howe have heretofore, to wit, on March 9, 1917, filed a motion for certiorari requiring the Court of Claims to certify, among other things, as part of the record here:

(a) Exceptions of said Field and Lindly filed October 15, 1915, to the findings of fact, conclusion of law and opinion of the said court of May 17, 1915, with corrections of clerical error in said exceptions as set forth November 29, 1915.

(b) Bill of Exceptions on behalf of said Field and Lindly filed August 16, 1915.

(c) Certain statement of errors of fact and argument as to errors of law contained in a motion for a new trial filed on behalf of said Field on November 28, 1916. (See briefs of appellants and appellees on this motion.) The motion was denied by the court on April 16, 1917.

(d) The appellants statement that the facts on which they base their motion for remand are con-

tained in the findings of fact presented by them to the Court of Claims (Motion p. 11).

ARGUMENT.

Efforts were made in the court below by appellants Lindly, Field and London to establish an association with Chester Howe, apparently to meet the requirements of the jurisdictional act of May 29, 1908, which authorized Vernon, Bounds and Howe to sue in the Court of Claims for themselves, associates and assigns, but said appellants appear to have overlooked another provision of the act that authorized only Vernon, Bounds and Howe to intervene in the Winton suit (Court's Finding No. II, Rec. 96, 97). If the act had not contained the latter provision, it is doubtful whether the said appellants were authorized to intervene if their association with Howe had been established. (*Robertson v. Gordon*, 226 U. S., 311, 317.)

Appellants, Lindly, Field and London, attempted by every means in their power to establish their employment by the Mississippi Choctaws.

The matters upon which said appellants base their motion for remand of the record were admittedly abstracted from those parts of the record in the Court of Claims which they moved this court to require the lower court by certiorari to certify as part of the record here, and which this court refused to do on April 16, 1917.

If the grounds for the motion for the writ of certiorari had been sufficient, the court would have

remanded the record for additional findings. This court has frequently said that it will not go into the evidence upon which the findings of fact of the lower court is based, but if that court has failed to act on material facts presented to it, the court will, if the facts are of sufficient importance, remand the record and require the lower court to determine whether or not such facts are sustained by the evidence. (*United States v. Adams*, 9 Wall., 661; *United States v. Driscoll*, 131 U. S. Appendix CLIX; *Ripley v. United States*, 220 U. S., 491; *Id.*, 222, U. S. 141.)

If the facts were considered insufficient to remand the record on the motion for certiorari, they would seem to be insufficient to remand the record on the present motion.

This leaves that part of the motion relating to the claims of Bounds, Beckham and Vernon against certain individual Mississippi Choctaws on their individual contracts for removal and subsistence to be considered. As to Beckham, he was not authorized to intervene by the jurisdictional act (Rec. 96, Finding II), and has shown no association with any person authorized to sue. As to these appellants, the Court of Claims has found all of the material facts sustained by the evidence, and this is apparent from the findings (Findings XXXVI, XXXVII and XL, Rec. 121, 122, 126).

It is true there were lists of names of Indians attached to the petition of Bound, and a statement showing the expenditure of certain sums of money, but nothing to show the amounts expended on or for

each Indian (Rec. 57-61), and the same statement applies to the petition of Beckham (Rec. 66, 67). There appears to have been an attempt by Vernon in the exhibits attached to his petition to have itemized the amounts expended (Rec. 36-41), but the court found that the evidence produced in support of the petition did not satisfactorily show the amount due from such Indians (Rec. 123). As to the claims of Bounds and Beckham, the evidence was as indefinite as to the expenditures for individual Indians as the statements appended to their respective petitions. The lower court, therefore, in these three claims made the only findings they could have made from the evidence.

The appellants have requested the court to go into the evidence filed in the court below, and have appended to their brief on this motion two depositions, one of W. A. Jones (pp. 65-105) and the other of George A. Ward (pp. 105-124), with the evident purpose of inducing the court to go into the questions of whether there was an association between Chester Howe and Lindly and Field, and whether there was a band contract between the Mississippi Choctaws and Madison M. Lindly.

There were several thousand pages of evidence taken under the rules of the Court of Claims, a large part of which related to the alleged association and the so-called band contract. The lower court considered all of this evidence, and found that there was no such association and no band contract (Finding XLII, Rec. 128-130). Howe in his original petition,

prepared by himself and filed on August 22, 1908, a short time before his death, did not refer to any such association between himself and Lindly and Field, and claimed employment under no band contract, but only under certain individual contracts with Mississippi Choctaws taken by Louis P. Hudson. This petition was inadvertently omitted from the record (see Rec. Index iii and p. 42) and has been reprinted and attached to this brief as Appendix A.

Howe's original intervening petition was afterwards finally amended by his executors so as to claim under "a certain band contract referred to in the record testimony of the intervenor, Walter S. Field" (Rec. 50, 51).

Lindly in his petition filed May 7, 1909, claimed no agreement or association between Howe, Field, and himself (Rec. 67, 68). In his petition, however, filed May 17, 1909, he claimed such an agreement and greatly amplified his claim, but still he made no claim under a band contract with the Mississippi Choctaws (Rec. 68, 75).

Field, after acting as attorney for Lindly, on June 9, 1910, over three and a half years after the institution of the suit, filed a petition in his own behalf, claiming an agreement or association with Howe and Lindly, and for the first time a band contract with the Mississippi Choctaws (Rec. 76-82). There could have been no such band contract as the law of Mississippi at that time prohibited such an organization (Court's Finding No. V).

Mr. W. A. Jones in a previous deposition said:

I think that at one time Chester Howe either presented *an application or discussed with me the advisability of presenting an application for leave to make a contract with some organization of the Mississippi Choctaws in Mississippi*. At this time he had two or three informal contracts with some town or county organization, or bands of Choctaws in that State, and seemed desirous of putting them into such form that they could be approved by the office. The services contemplated did not seem to be such as came under the United States statute, and I think *he gave up trying to take contract with the idea of having it approved and finally concluded to take individual contracts and rely upon them*. (Italics ours.) (Rec. 2983, 2984.)

This deposition was taken on interrogatories which were agreed to by the Government. It was afterwards discovered and established by proof that Walter S. Field, who was at that time acting as attorney for Lindly, in whose behalf the deposition was taken, wrote all of the answers to the interrogatories and they were signed by Mr. Jones as sent to him. The deposition was taken before Field filed his intervening petition and differs very much from the statement therein as to the said band contract.

There was much testimony of record in the court below tending to show that the alleged association between Howe, Field, and Lindly, and the so-called band contract never had any existence except in the

imagination of the appellants, and that there had been undue influence used in attempting to induce certain witnesses to testify as to their existence.

Concerning this testimony the court's attention is called to the extremely severe strictures of the Court of Claims on the conduct of the appellants Lindly, Field, and London. These statements of the lower court also show that the evidence was examined with the greatest care on account of these very facts (Rec. 179-182).

For the foregoing reasons, it is respectfully submitted that the motion should be denied.

ALEX. C. KING,

Solicitor General.

HUSTON THOMPSON,

Assistant Attorney General.

APPENDIX A.

In the Court of Claims of the United States.

THE ESTATE OF CHARLES F. WINTON, DECEASED, AND OTHERS, vs. JACK AMOS AND OTHERS, KNOWN AS THE "MISSISSIPPI CHOCTAWS."	}	No. 29,821.
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**INTERVENTION PETITION OF CHESTER HOWE, AND
HIS ASSOCIATES.**

To the Honorable Chief Justice and Judges of the
Court of Claims.

Your Petitioner respectfully represents:

1. That he is a citizen of the United States, residing at Washington, D. C., and files this petition in his own right and on behalf of those associated with him, and that he is the identical Chester Howe, named and referred to in Section 27, of the Act of Congress of May 29th, 1908 (Public 156), said Act being as follows:

"Sec. 27. That the Court of Claims is hereby authorized and directed to hear, consider and adjudicate the claims against the Mississippi Choctaws of William N. Vernon, J. C. Bounds and Chester Howe, their associates or assigns, for services rendered and expenses incurred in the matter of the claims of the Mississippi Choctaws to citizenship in

the Choctaw Nation and to render judgment thereon on the principal of quantum meruit in such amount or amounts as may appear equitable and justly due therefor, which judgment, if any, shall be paid from the funds now or hereafter *due such Choctaws or individuals* by the United States. That the said William N. Vernon, J. S. Bounds, and Chester Howe are hereby authorized to intervene in the suit instituted in said court under the provisions of section nine of the act of April twenty-sixth, nineteen hundred and six, in behalf of the estate of Charles F. Winton, deceased: Provided, that the evidence of the interveners shall be *immediately submitted*: And provided further, That the lands allotted to the said Mississippi Choctaws are hereby declared subject to a lien to the extent of the claims of the said Winton and the other plaintiffs authorized by Congress to sue the said defendants, subject to the final judgment of the Court of Claims in the said case. Notice of such suit or intervention shall be served on the governor of the Choctaw Nation, and the Attorney General shall appear and defend the said suit on behalf of the said Choctaws."

II. That your petitioner is and has been for many years an attorney and counsellor at law, and from the years 1889 to 1896 was a resident of Oklahoma and a practitioner therein. That in the year 1896 he moved his office and place of practice to Washington, D. C., and since that time has been a practitioner before the courts and departments of the United States Government in the District of Columbia.

III. That prior to his removal to Washington, and thereafter, his practice has consisted largely of the presentation of questions involving the rights of the Indian people and tribes before the executive officers of the United States, before Congress, and the courts, and during the debates preceding the passage of the act of June 28th, 1898, commonly known as the Curtis Act, a portion of which act included what is known as the "Atoka Agreement" between the Choctaw and Chickasaw Indians of the Indian Territory and the United States, he was called upon for an opinion, and thus had his attention directed to the rights, both of disenrolled, or unenrolled, resident and nonresident, Choctaw Indians in and to the lands and funds affected by the proposed legislation; and immediately after the passage of the act of June 28, 1898, his attention was again directed to this matter and to the intent of Congress as expressed in the treaty of September 8, 1830, between the Choctaw Nation and the United States, in the patent issued thereunder, particularly by article 13 of the treaty of April 28, 1866, and the recent enactments of June 28, 1898, and he came to believe as to a matter of law that nonresident Choctaw Indians, i. e., those Indians not residing in the Choctaw Nation in the Indian Territory, who were in law and in fact Choctaw Indians remaining in Mississippi or residing elsewhere, who were parties to the treaty of 1830 were entitled to participate in said lands and moneys, provided they asserted such rights by removing to the Nation.

IV. That thereupon your petitioner sought by correspondence and by sending to Mississippi to ascertain the true condition of the Choctaw Indians residing in the State and did ascertain the facts to be that

there was a large number of Choctaws, many of whom spoke nothing but the Choctaw language, all of whom were indigent, who had apparently been overlooked in the proposed division of the property of the Choctaw Nation, and that said Indians were clearly entitled, provided they removed to the Indian Territory, to an estate of great value to them and to each of them.

V. That he was familiar with the legislation pertaining to the identification of Mississippi Choctaws, the first action taken thereunder being by a roll which was prepared and known as the "McKennon Roll," and that he thereupon made arrangements to secure the cooperation of a number of persons both in the Choctaw Nation and in Mississippi to assist in securing the identification of such Mississippi Choctaws as might desire to remove from Mississippi to the Choctaw Nation, and to render practical the work then begun by securing land for them in the Nation after said identification had been completed.

VI. That the condition of the Choctaws in Mississippi at this time was one of abject poverty; they being tenant farmers under the tenant laws of the State, and under said laws no laborer or tenant could leave the State without paying any debt due to the landlord, and any person inducing said tenant to leave without payment was guilty of a misdemeanor, it being a fact that from year to year there was a general indebtedness carried on the books of the landlord against the tenant.

Further ascertaining that these people had neither clothing, means or experience in traveling sufficient to permit them to emigrate as individuals or as a body (except in very rare instances), and that any assistance offered them must provide not only the necessary means, but the necessary legal assistance as well.

That the condition in the Choctaw Nation was that all or nearly all of the good agricultural land was held or claimed by some person or persons under a claim of right of possession, based upon improvements theretofore made thereon, in some cases extensive and in others slight; that the land had all been or was to be appraised and graded by the officers of the Commission to the Five Civilized Tribes, commonly known as the Dawes Commission, and when so appraised the improvements thereon were described and the reputed owner mentioned; that this reputed owner had a prior right of selection for both himself and his family, and while there was a provision in the law relative to "excess holding" it was in practice impossible to obtain lands for any number of persons possessing any reasonable value without first purchasing those so-called "improvement rights;" that these rights were transferred by bills of sale, which were recognized by the allotting officers; that it was further necessary to ascertain the description of the lands by survey or otherwise, and that the expenses incurred were certain to be large and the labor great.

VII. That under agreement as set forth in paragraph five, L. P. Hudson went to Mississippi, to assist in securing the identification of the Mississippi Choctaws, and did so assist the officers of the United States, by furnishing the necessary money to pay railroad fare, buy necessary clothing, and furnish the necessary sustenance required by these people, in order that they might travel from their homes, sometimes a long distance, to points where the officers of the United States were receiving testimony, and identifying such Mississippi Choctaws as were entitled under the law, and that the performance of such

labor, each and every act done, was in compliance with a contract formerly obtained, which provided for the removal of these parties to the Choctaw Nation, the payment of expenses and protection of the interests of said parties, every act being in compliance with existing rights and with subsequently enacted laws, that said contracts taken by Hudson and his associates were all taken under the agreement mentioned.

VIII. That the identification of the Mississippi Choctaws residing in the old Choctaw Country in Mississippi, was by such means, carried to a successful conclusion, whereupon your petitioner and his associates were at a necessity of advancing large sums of money to provide for the removal of the persons so identified to the Choctaw Nation, where, under the law, they were entitled to receive an estate in land and money, said removal being a condition precedent thereto, and that whereupon your petitioner entered into negotiations with a number of persons, presenting as a basis the rights of the Indians to the estate, the necessity of the removal, the necessity of providing rights of possession after the removal, together with sustenance, etc., and the certainty of remuneration under the individual contract taken; that for this purpose he went to the city of Chicago, and there entered into an agreement with men of means under which the sum of one hundred thousand dollars was pledged, and further sums were agreed to be advanced; provided, his statement as to the law and facts were found correct; that the statements of the law were investigated by the counsel of the Chicago Title & Trust Company and approved; that all the statements of facts were found correct, but that the assistance was refused upon the grounds that the Officers of the Department of

the Interior, stating as a matter of fact that they would not recognize or approve, but on the contrary would disapprove, any collection under the contracts from the Mississippi Choctaws; That thereupon your petitioner went to Pittsburg, Pennsylvania, and arranged for a like sum of money, which was subsequently withdrawn for the same reason; that your petitioner negotiated with other parties, spending time and money, and that his associates also entered into negotiations with many other persons, spending both time and money, all in the interest of the Mississippi Choctaws.

IX. That the rights of the Mississippi Choctaws up to this time had been held in abeyance, and in 1902 an agreement was prepared and submitted which failed in any way to provide for affirmative relief for these people, and that said agreement had received the approval of the Joint Committee of the Senate and House of Representatives of the United States, and was ready for submission to the Separate Committee of the Senate and House, when your petitioner acting under his contract, secured a hearing before the House Committee on Indian Affairs and presented the rights and equities of the people, representing them as Attorney at such hearing, and as a result of the arguments then made, which extended over a time of three committee meetings, and at which presentation the attorneys for the Choctaw Nation were present and opposing, a committee report was adopted which was embodied in and is a part of the Act of July 1, 1902, under which the full-blood Mississippi Choctaws are enrolled provided they remove to the Choctaw Nation in the Indian Territory, subject to such other limitations as are contained in said Act of July 1, 1902:

X. Thereafter, your petitioner went to Cleveland, Ohio, and there secured the organization of a Corporation, known as the Choctaw Improvement and Development Company, said corporation being organized among other things for the purpose of furnishing the funds and removing Mississippi Choctaws from the State of Mississippi to the Choctaw Nation, in the Indian Territory, the capital stock of said corporation was fully subscribed, the moneys were available, and there was actually expended by its officers and agents about four thousand dollars, in the purchase of land, or rights to land, building of houses, payment of railroad fares, grocery bills, and other expenses, incident to the removal of certain individual Mississippi Choctaw Indians, whose rights had been acquired under the contracts hereinbefore referred to. But, that, owing to the advice publicly given of subordinate officers of the Commission to the Five Civilized Tribes, the Mississippi Choctaw Indians repudiated their contracts and the officers of the corporation refused to make further expenditures; a schedule of the expenditures together with copy of the articles of incorporation, are hereunto attached and marked "Exhibit A."

XI. That your petitioner entered into an agreement with George Harmon of Wood, Harmon & Company of New York, N. Y., under which the said Harmon subsequently formed the firm of Harmon & Stringfellow, and said firm expended large sums of money in assisting and attempting to assist in the movement or emigration of Mississippi Choctaws, from Mississippi to the Indian Territory, said accounts are not in possession of your petitioner but will be produced and filed by the parties in possession thereof.

XII. That in accomplishing the purposes herein referred to your petitioner has spent five thousand dollars of his own and several thousand of funds advanced, all of which will be shown by accounts filed; that he has furnished these people legal assistance of the best character in the Indian Territory, in Mississippi and in Washington, that as a result of the labors of your petitioner, there have been identified, removed, enrolled, and allotted something over sixteen hundred and fifty individuals, all of whom are indebted to your petitioner in a reasonable sum for the labors performed and the funds secured. That special benefits have been secured to such as have been removed by individuals under contract, to which your petitioner was a party, most particularly those covered and included in the list of L. P. Hudson, and the amount expended therein, its purposes and uses to be shown by the testimony in said case.

XIII. That the value of the services rendered by your petitioner and those whom he associated with him, was greatly enhanced by reason of the fact that the Choctaw Nation in the Indian Territory denied the rights of the Mississippi Choctaws to participate in any manner in a division or interest in the lands or moneys belonging to the Choctaw People; and that said Choctaw Nation had able and learned counsel at all times employed, opposing every effort made on behalf of the Mississippi Choctaws.

XIV. That the officials of the Department of the Interior and the executive officers of the United States, did not officially recommend the enactment of such legislation as would secure to the Mississippi Choctaws the rights to which they were entitled under the law, and under the treaties between the Choctaw

Nation and the United States, this being caused by divergent views as to these rights; and, for this reason the Mississippi Choctaws were dependent upon the efforts of their attorneys in the presentation of all questions involving their estates in the Indian Territory, either before Congress, the courts or the Departments.

XV. That there was no public money available for the purpose of removing the Mississippi Choctaws to the Indian Territory, with the exception of twenty thousand dollars appropriated by the Indian Appropriation Act of 1902, which appropriation followed the Act of July 1, 1902; and with this appropriation two hundred and eighty-six persons were moved and subsequently a few additional persons, making a little over three hundred persons, and in said removal a deficit of about six thousand dollars was created, which was subsequently appropriated by Congress; that the persons so removed were all or nearly all Indians whose expenses had been paid by your petitioner or his associates at the time of their identification, and with whom your petitioner or his associates had existing contracts.

XVI. That your petitioner is informed that there are at the date of filing this petition about three hundred indigent Mississippi Choctaws, who have been unable to remove to the Indian Territory, and who have thereby lost estates of great value to themselves and their children, but that owing to the fact that the Mississippi Choctaws who had heretofore removed repudiated their contracts, after receiving the benefits, or where they did not repudiate the same, the executive officers refused to recognize said contracts in any manner, your petitioner was unable to secure the necessary funds within the six

months limit, fixed by the law for removal, and the Indians have suffered the loss of estates of an average value of from five to eight thousand dollars each.

XVII. That in securing the funds necessary to move the large number of Mississippi Choctaws, within the time limit of six months, granted by Congress, and thus render effective the identification and enrollment of said people, your petitioner requested his associates to secure removals wherever possible, and a number of persons did so move Mississippi Choctaws, and the moneys so expended by such persons are not included in this petition.

XVIII. That your petitioner is entitled to judgment in a reasonable sum for the services rendered by himself and his associates.

XIX. That your petitioner is entitled to judgment for money expended and to interest thereon; and that his associates are entitled to similar judgments.

Wherefore your petitioner prays:

I. That this petition may be filed and docketed as an intervening petition in case No. 29821 as referred to herein.

II. That he may have judgment against the enrolled Mississippi Choctaws for such sum or sums as may be deemed just and proper under the proof in this case, under the Act of Congress, and under his contracts and those of his associates, for services rendered.

III. That he may have judgment to be pro rated between the enrolled Mississippi Choctaws, for expenses incurred in the protection of the rights of all of said people, and that such expenses may be so pro rated and judgment rendered, together with interest, upon the amount so expended.

IV. That judgment may be rendered in the name of the parties whom the proof shows entitled thereto, for moneys expended in moving individual Mississippi Choctaws, that said judgments run against the individuals, receiving the benefits, and that the same be additional to the general judgment under this petition, together with interest on the amounts so expended.

V. That such individual judgments be rendered for services as may be deemed necessary and proper to make effective the jurisdictional act, and do justice and equity between all parties.

VI. That all judgments rendered be declared liens upon the lands of the defendants as provided in said Act, and for such other and further relief as to the court may seem just and proper.

(Signed)

CHESTER HOWE,

Petitioner.

HOWE & WRIGHT,

Attorneys for Petitioner.

STATE OF OKLAHOMA,

County of Pittsburg, ss.

Chester Howe, being duly sworn on oath states that he has read the foregoing petition, by him subscribed, that he is the petitioner named therein, that the facts stated in said petition as being of his knowledge are true, and as to the facts stated on information he verily believes the same to be true.

[SEAL.]

(Signed)

CHESTER HOWE.

Subscribed and sworn to this the 17th day of August, A. D. 1908.

MRS. B. H. TARTER,

Notary Public.

My commission expires June 24th, 1912.

CITY OF WASHINGTON,
District of Columbia, ss.

I, William W. Wright, being first duly sworn, upon oath depose and say:

I am a member of the firm of Howe & Wright, the attorneys named in the foregoing and annexed petition. On the 22nd day of August, 1908, I served notice upon the Governor of the Choctaw Nation of the foregoing suit by mailing a true copy of said petition, by registered mail, addressed to Green McCurtain, present Governor of the Choctaw Nation, addressed to him at McCurtain, Oklahoma.

WILLIAM W. WRIGHT.

Subscribed and sworn to this the 17th day of August, A. D. August, 1908.

S. A. TERRY,
Notary Public.

[SEAL.]

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